

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
JOSE VERAS, DANIEL DEGANTE, MANUEL :
DIAZ, ALEJANDRO JUAREZ, and ANTONIO :
RODRIGUEZ, :
:

Plaintiffs, :

- against - :

CLEAN IMAGE, INC. and DAVID FLORES, :

Defendants. :
:
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Civil Action No.
1:15-cv-00255-PAC

DECLARATION OF ANTONIO RODRIGUEZ

I, Antonio Rodriguez, under penalty of perjury and in lieu of an affidavit as permitted by 28. U.S.C. § 1746, declare as follows:

1. My name is Antonio Rodriguez, and I am a Plaintiff in this case. I am a native Spanish speaker. I was provided with an oral translation of this declaration in Spanish prior to signing it.

2. I was employed by Clean Image, Inc. and David Flores as a porter from approximately January 1, 2014 to August 30, 2014. As a porter for the Defendants, I was assigned to clean the *Republic* restaurant located at 37 Union Square West (Manhattan). I cleaned the floors, the mirrors, the stove, the grills, the oven, the filters over the grills, as well as other parts of the restaurant.

3. To the best of my recollection, during the course of my employment (except for August 2014), I worked seven days per week. From Sunday through Wednesday, I worked from 11:30 p.m. to 8:30 a.m. (9 hours). From Thursday through Saturday, I worked

from 12:00 a.m. to 8:30 a.m. (8.5 hours). My regular weekly hours were 61.5 hours. I was paid \$406 per week during this time period.

4. In August 2014, I worked six days per week. I no longer worked on Sunday. For August 2014, I worked 52.5 hours per week, and was paid \$350 per week.

5. I received only one fifteen minute break per day.

6. David Flores was in charge of all employment-related aspects of Clean Image. He hired me after I met with on January 14, 2014. He set my pay. He set my hours and my shift. He determined that I would work at Republic. I know he had the power to hire and fire the other porters as well as set their pay and hours. He supervised my work by coming to the restaurant at the end of my shift to check my work. He is the one who handed me my pay, first in cash and then later (starting in April 2014) he gave me a money order. He never provided me with any paystubs.

7. To my knowledge, Defendants did not maintain records of my wages or hours worked each workweek.

8. No one at Clean Image Inc., informed me in person or in writing that I was entitled to make minimum wage or to be paid time and half for hours worked in excess of forty in a workweek.

9. I never received an annual wage notice in English or in Spanish detailing my rate of pay and any allowances the Defendants were claiming. Nor did I receive any notice upon my hiring.


10. During my employment, I was never paid a higher salary rate or extra compensation when I worked more than 40 hours in one week

11. To date, I have not received any compensation for the damages that the Defendants owe me.

12. I provided the above information to my attorneys so that they could calculate my total damages.

I DECLARE UNDER PENALTY OF PERJURY THAT TO THE BEST OF MY KNOWLEDGE THE FOREGOING IS TRUE AND CORRECT.

Dated: July 28, 2015
New York, New York



Antonio Rodriguez